

Gregory M. Dexter
Schepisi & McLaughlin, P.A.
473 Sylvan Avenue
Englewood Cliffs, NJ 07632

*Attorneys for Individual and
Representative Plaintiff M & G Auto
Parts, Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

M & G AUTO PARTS, INC., individually
and on behalf of all others similarly situated,

Plaintiff,

v.

KAHALA CORP., BLIMPIE
INTERNATIONAL, INC. and BLIMPIE
SUBS, INC. a/k/a NEWARK AVENUE
SUBS, INC. a/k/a BLIMPIE CLUCKU
PIZZA.

Defendants.

**CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

Civil Action No:

Plaintiff, M & G Auto Parts, Inc., by and through its attorneys, brings this action on behalf of itself and all others similarly situated against Defendants, Kahala Corp., Blimpie International, Inc., and Blimpie Subs, Inc. a/k/a/ Newark Avenue Subs Inc. a/k/a/ Blimpie Clucku Pizza, and avers as follows:

PRELIMINARY STATEMENT

1. This is a class action lawsuit filed against Defendants for faxing unsolicited advertisements in violation of federal law and common law conversion.

2. In 1991, Congress passed the Telephone Consumer Protection Act (the “TCPA”), 47 U.S.C. § 227. The TCPA prohibits a person or entity within the United States from sending or having an agent send unsolicited faxed advertisements (“junk faxes”). The TCPA provides a private right of action for violations and provides statutory damages of \$500.00 per violation, which may be trebled to \$1,500.00 for willful or knowing violations.

3. Congress passed the TCPA in response to the “voluminous consumer complaints about abuses of telephone technology.” *See Mims v. Arrow Financial Servs., Inc.*, 132 S. Ct. 740, 745 (2012). Specifically, in passing the TCPA, Congress identified two particular interests in seeking to regulate unsolicited fax advertising: (1) unsolicited faxing shifts advertising costs from the advertiser/sender to the recipient; and (2) unsolicited fax advertising occupies a recipient’s fax machine so that the recipient cannot utilize it for his or her desired business purposes.

3. Unlike other forms of advertising, fax advertising causes the recipient to assume both the cost associated with the use of the fax machine and the costs associated with ink toner and paper. In addition, it may take several minutes to

receive an unsolicited fax, and during that time, the fax machine may be unable to process actual business communications.

4. In addition, unsolicited faxes cause undue wear and tear on the recipient fax machines, result in wasted ink toner, and require additional labor to attempt to discern the source and purpose of the unsolicited message. They also can be an intrusive invasion of privacy.

5. Plaintiff has received numerous unsolicited faxes from Defendants, causing Plaintiff to suffer damages.

6. Accordingly, Plaintiff brings this class action on behalf of itself and all others similarly situated, asserting claims against Defendants under the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”) and common law conversion.

JURISDICTION AND VENUE

7. This Court has federal question jurisdiction over Plaintiff’s TCPA claims under 28 U.S.C. § 1331. *See Mims*, 132 S. Ct. 740.

8. This Court has jurisdiction under the Class Action Fairness Act, 28 U.S.C. §1332(d), because the amount in controversy exceeds \$5,000,000.00 in the aggregate, there is minimal diversity, and Plaintiff believes there are more than 100 members in the putative class.

9. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiff's common law claims.

10. Venue in this district is proper under 28 U.S.C. § 1391 because Defendants committed tortious acts in New Jersey and within this judicial district, causing Plaintiff to be damaged in New Jersey and within this judicial district.

PARTIES

11. Plaintiff, M & G Auto Parts, Inc. is a corporation organized under the laws of the state of New Jersey with its principal place of business in North Bergen, New Jersey.

12. Upon information and belief, Kahala Corp. is a corporation organized under the laws of the state of Arizona with its principal place of business in Scottsdale, Arizona. Kahala Corp. is the parent company of Blimpie International, Inc.

13. Upon information and belief, Blimpie International, Inc. is a corporation organized under the laws of the state of New Jersey with its principal places of business in Atlanta, Georgia and/or Scottsdale, Arizona. Upon information and belief, Blimpie International, Inc. is the corporate parent-franchisor of West New York Blimpie.

14. Upon information and belief, Blimpie Subs Inc., a/k/a Newark Subs, Inc. a/k/a Blimpie Clucku Pizza is a corporation organized under the laws of the

state of New Jersey with its principal place of business in West New York, New Jersey (“West New York Blimpie”). West New York Blimpie is the franchisee-operator of a Blimpie store at 5211 Bergenline Ave., West New York, New Jersey.

FACTS

15. Defendants have hired, contracted with, or otherwise engaged certain companies known as “fax broadcasters” or “fax blasters” to mass fax unsolicited facsimile transmissions that advertise the availability of Defendants’ goods, services, and products.

16. A fax blaster, also known as a “fax broadcaster” is defined as “a person or entity that transmits messages to telephone facsimile machines on behalf of another person or entity for a fee.” *See* 47 C.F.R. § 64.1200(f)(6).

17. On at least nine separate occasions from February 19, 2015, through March 12, 2015,¹ Defendants, through a fax blaster, transmitted by telephone facsimile machine unsolicited facsimiles to Plaintiff’s telephone facsimile machine advertising the “week[ly] lunch specials” at the West New York Blimpie. (*See* attached copies of these unsolicited faxes attached as Exhibits “A.”) These

¹ Specifically, these faxes were sent to Plaintiff on (at least) February 19, 2015, February 24, 2015, February 26, 2015, March 3, 2015, March 5, 2015, March 9, 2015, March 10, 2015, March 11, 2015, and March 12, 2015. (*See* Exhibit “A.”)

unsolicited faxes clearly advertise the goods, services, and products of “Blimpie,”² and they further bear the Blimpie trademark and logo and advertise the Blimpie website (blimpie.com). (*See id.*)

18. It can be ascertained that a fax blaster sent these unsolicited fax advertisements on behalf of Defendants because the fax and telephone numbers on the opt-out notice of the unsolicited faxes (this opt-out notice does not comply with TCPA requirements as discussed *infra*) are registered to a fax broadcaster known as “Faxertise, Inc.” a/k/a “Your Local Lunch Specials, Inc.” (“Faxertise”). (*See* Exhibit “A.”)

19. The following description by Faxertise of its fax broadcasting service is instructive:

Every late afternoon you either fax us your specials for the next day or we call and you read them off to us. We type them up and fax them out to all the businesses in your delivery area the next morning.

Every Doctor, Every Real Estate Agency, Every Corporation In your DELIVERY AREA !!!

We can put the fax numbers together any way you want

Are you a pizzeria in Manhattan and want to reach just the 2 Fifty-story buildings next door?

² Although Defendants’ fax advertisements state “Thank you for subscribing to our daily Lunch specials” (*see* Exhibit “A”), Plaintiff never subscribed to receive these advertisements. This is deceptive and incorrect.

Are you in Orlando and want to reach all the businesses in a 2-mile radius of your deli? We can do it!

Are you in the city of Pittsburgh with 7 zip codes but only want to reach the downtown area?

IF JUST 1/10th OF THE BUSINESSES WE FAX YOUR DAILY LUNCH SPECIALS TO . . . THE DOCTORS, THE CAR DEALERS, THE STOCK BROKERS . . . Order from you just once a week, you're making a big profit!!

<http://faxinglunchspecials.com/how-it-works/> (all emphasis in original) (last accessed March 11, 2015, as with all other internet materials cited in this Complaint).

20. Faxertise, and similar fax broadcasters, offer their fax broadcasting services at a price that is designed to produce mass dissemination of unsolicited fax advertisements. For just \$70/week, Faxertise will mass fax 500 to 800 fax advertisements *per day*. See <http://faxinglunchspecials.com/pricing>. Perhaps this is why Faxertise boasts on its website that it can “Triple Your Lunch Business Tomorrow!” See <http://faxinglunchspecials.com>.

21. Based on the above, these same advertisements presumably were – and continue to be – sent to thousands or tens of thousands of recipients on numerous occasions. Indeed, this is precisely what a fax broadcasting campaign, by definition, is intended to do.

22. In violation of the TCPA, Defendants did not have Plaintiff's prior express invitation or permission to send facsimiles to Plaintiff's fax machine, nor

did Defendants have an “established business relationship with Plaintiff.” Upon information and belief, Defendants did not have prior express invitation or permission to send facsimiles to any of the other recipients of Defendants’ faxes.

23. Moreover, Defendants’ unsolicited fax advertisements did not comply with the TCPA’s requirement regarding opt-out notices.

24. There is no reasonable means for Plaintiff or any other putative class member to avoid receiving illegal faxes. Their fax machines are left on and ready to receive the authorized, and often urgent, communications that they desire to receive. Plaintiffs and the other putative class members were blasted with Defendants’ unsolicited faxes, causing them to waste toner ink, paper, and time, and to divert business resources, all while having their privacy invaded and bearing the costs of Defendants’ unsolicited advertising.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this class action in accordance with Federal Rule of Civil Procedure 23 on behalf of the following class of persons (the “Class”):

Any owner or lessee of a fax machine that was sent one or more faxes in the last four years advertising Blimpie goods or services.

Excluded from the Class are Defendants, their affiliates, subsidiaries, agents, officers, directors, employees, and agents.

26. The class includes thousands or tens of thousands of persons and, therefore, is so numerous that individual joinder would be impracticable. Defendants' scheme of mass fax broadcasting is designed to contact a large number of facsimile machine through automated faxing.

27. The Class is easily identifiable by phone records, fax transmittal records, fax number databases used by Defendants and/or their agents, including the fax broadcasters, in transmitting the unsolicited fax advertisements.

28. Common questions of law and fact apply to the claims of all class members, including but not limited to the following:

- (a) Whether Defendants sent unsolicited fax advertisements;
- (b) The manner and method used to compile or obtain the fax numbers to which Defendants sent Exhibit "A" and other unsolicited fax advertisements;
- (c) Whether Defendants violated the provisions of the TCPA, 47 U.S.C. § 227 and FCC promulgating regulations;
- (d) Whether Plaintiff and the other members of the Class are entitled to statutory damages under the TCPA;
- (e) Whether Defendants faxed the advertisements knowingly or willfully in violation of the TCPA, and if so, whether the Court should treble the statutory damages; and

(f) Whether Defendants committed the tort of conversion.

29. Plaintiff's claims are typical of the claims of all class members. Plaintiff received a facsimile sent by or on behalf of Defendants that advertised Defendants' goods and services during the Class Period. Plaintiff is making the same claims and seeking the same relief for itself and all class members based on the same federal statute, and Defendants have acted the same or in a similar manner with respect to Plaintiff and all the class members.

30. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff is interested in this matter, has no conflicts, and has retained experienced and skilled class counsel to represent the Class.

31. Rule 23(b)(3) requires that common questions of law or fact predominate over individual questions. As discussed above, common legal issues predominate because the class members' claims arise under the same federal statute – i.e. 47 U.S.C. § 227. Common fact issues also predominate as outlined above. The only individual question concerns identification of class members, which will be ascertainable by phone records, fax transmittal records, and fax number databases used by Defendants and/or their agents in transmitting the unsolicited facsimile advertisements.

32. Certifying a class is superior to individual adjudication where, as here, the class action would achieve economies of time, effort, and expense,

and promote uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

COUNT I
TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227

33. Plaintiff incorporates the aforementioned paragraphs as if set forth at length herein in their entirety.

34. The TCPA makes unlawful the use of any telephone facsimile machine, computer or other device to send an unsolicited advertisement to a telephone facsimile machine. 47 U.S.C. § 227(b)(1); *see also* 47 C.F.R. 64.1200(a)(3).

35. The TCPA defines “unsolicited advertisement” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person’s express invitation or permission.” 47 U.S.C. § 227(a)(5).

36. The TCPA requires that even solicited faxes, or those sent to recipients with an “established business relationship” with the sender, comply with strict opt-out disclosure requirements. *See* 47 U.S.C. 227 (b)(2)(D); 47 C.F.R. § 64.1200.

37. An opt-out notice is only compliant with the TCPA if it, *inter alia*, (a) is clear and conspicuous on the first page of the advertisement, (b) states that the recipient may make a request to the sender not to send any future advertisements and that the sender's failure to comply, within 30 days, with such a request is unlawful, (c) explains what information should be contained in such a request, (d) contains a domestic contact telephone number and facsimile machine number for the recipient to transmit such request, (e) provides a cost-free mechanism for making such a request, and (f) the telephone, facsimile, and cost-free mechanism identified in the notice permit the recipient to make an opt-out request 24 hours a day, 7 days a week. *See* 47 C.F.R. § 64.1200(a)(3)(iii).

38. If a fax advertiser does not include a compliant opt-out notice, that advertiser is precluded from raising an "established business relationship" ("EBR") defense in any litigation arising from that fax advertising. 47 C.F.R. §§ 64.1200(a)(3)(i-iii).

39. Kahala Corp. and Blimpie International, Inc. benefit from the sales of Blimpie fanchisees such as West New York Blimpie. For example, Blimpie International, Inc. charges its franchisees monthly royalty fees of 6% of gross sales, as well as a monthly advertising contribution of 4% of gross sales. *See* http://blimpie.com/own_a_store/franchise_faq.html#partnerships.

40. As the entities whose goods and services are being advertised on the unsolicited faxes at issue in this case, and as the entities that benefit from the unsolicited fax ads that Plaintiff received, Kahala Corp. and Blimpie, International, Inc. are liable for the unsolicited fax ads. The Federal Communications Commissions has promulgated 47 C.F.R. § 64.1200(a)(3), which defines a “sender” as “the person or entity *on whose behalf* a facsimile unsolicited advertisement is sent *or whose goods or services are advertised* or promoted in the unsolicited advertisement.” 47 C.F.R. § 64.1200(f)(8) (emphasis added); *see also In The Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 10 F.C.C.R. 12391, 12407 (Aug. 7, 1995) (“[T]he entity or entities on whose behalf facsimiles are transmitted are ultimately liable for compliance with the rule banning unsolicited facsimile advertisements.”). The conclusion that Kahala Corp. and Blimpie International, Inc. are liable is reinforced by, *inter alia*, the unsolicited fax advertisements’ reference to “Blimpie” generally, the use of the Blimpie logo and trademark, and the reference to the website for blimpie.com, which is not an individual franchisee’s website. (*See* Exhibit “A.”)

41. The TCPA is “essentially a strict liability statute.” *See, e.g., Park University Enterprises, Inc. v. American Cas. Co. of Reading, P.A.*, 314 F. Supp. 2d 1094, 1103 (D. Kan. 2004) *aff’d* 442 F.2d 1239 (10th Cir. 2006). The TCPA

does not limit liability based on theories of agency or authority, although those also provide an alternative basis for direct and vicarious liability against Kahala Corp. and Blimpie International Inc. in this case. Upon information and belief, Kahala Corp. and Blimpie International, Inc. exercise a high degree of control over franchisees such that they may be held directly and vicariously liable for certain torts of franchisees.

42. The TCPA provides a private right of action. A person may bring an action based on a violation of the TCPA to (a) enjoin such violation, and (b) to recover actual monetary damages or to receive \$500.00 for each violation, whichever is greater. *See* 47 U.S.C. § 227(b)(3). This Court may treble the statutory damages to \$1,500.00 if it finds that the Defendants willfully or knowingly violated the TCPA. *See* 47 U.S.C. § 227(b)(3)(C). Defendants are liable to Plaintiff and the other class members even if their actions were only negligent.

43. Defendants knew or should have known that (a) Plaintiff and the other class members had not given express invitation or permission for Defendants or anybody else to fax advertisements about Defendants' goods or services, (b) that Plaintiff and the other class members did not have an established business relationship with Defendants, (c) that the unsolicited faxes in Exhibit "A" are advertisements, and (d) Defendants' fax advertisements did not comply with the TCPA's opt-out requirements – because, *inter alia*, they did not contain a clear and

conspicuous opt-out notice, did not state that the sender's failure to honor an opt-out request within 30 days would be unlawful, and did not state what information should be provided to the sender when making such a request — rendering individual issues of consent legally irrelevant.

44. Defendants' actions caused damages to Plaintiff and the other class members. Receiving Defendants' junk faxes caused the recipients to lose paper and toner consumed in the printing of Defendants' faxes. Moreover, Defendants' faxes used Plaintiff's fax machine, cost Plaintiff time that was wasted receiving, reviewing and routing Defendants' illegal faxes that otherwise would have been spent on Plaintiff's business activities, and unlawfully interrupted Plaintiffs and the other class members' privacy interests in being left alone.

45. Failure to provide a compliant opt-out notice on a facsimile advertisement is a separate and distinct violation of the TCPA as well as the FCC promulgating regulations. *See* 47 U.S.C. § 227(b)(3)(A) (providing a private right of action "based on a violation of . . . the regulations prescribed" under the TCPA); *Mims*, 132 S. Ct. at 740 (same).

46. Defendants violated the TCPA by transmitting the unsolicited fax advertisements contained in Exhibit "A" to Plaintiff and the other members of the Class without obtaining their prior express permission or invitation, and by failing to provide a complaint opt-out disclosure notice as required by the TCPA.

WHEREFORE, Plaintiff M & G Auto Parts, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendants, jointly and severally, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Plaintiff as the representative of the Class, and appoint Plaintiff's counsel as counsel for the Class;

B. That the Court award actual monetary loss from such violations or the sum of \$500.00 in damages for each violation or \$1,500.00 for each willful or knowing violation, whichever is greater;

C. That the Court enjoin Defendants from additional violations;

D. That the Court enter an appropriate order enjoining Defendants, its agents, or anyone acting on their behalf, from altering, erasing, destroying or otherwise disposing of any records, including those stored in electronic format, in their possession or control which can be used to identify all Class members; and

E. That the Court award costs and all other relief, including attorneys' fees, that the Court may deem just and proper.

COUNT II
CONVERSION

47. Plaintiff incorporates the aforementioned paragraphs as if set forth at length herein in their entirety.

48. By sending Plaintiff and the other class members unsolicited faxes, Defendants unlawfully converted their fax machines, toner and paper to their own use. Defendants also converted Plaintiff's employees' and agents' time to Defendants' own use.

49. Immediately prior to the sending of the unsolicited faxes, Plaintiff and the other class members owned an unqualified and immediate right to possession of their fax machines, paper, toner, and time.

50. By sending the unsolicited faxes, Defendants permanently misappropriated the class members' fax machines, toner, paper, and time to Defendants' own use. Such misappropriation was wrongful, without authorization, and unlawful.

51. Defendants knew or should have known that their misappropriation of paper, toner, and employee time was wrongful and without authorization.

52. Plaintiff and the other class members were deprived of the use of their fax machines, paper, toner, and employee time, which could no longer be used for any other purpose. Plaintiff and each class member thereby suffered damages as a result of their receipt of unsolicited faxes from Defendants.

53. Each of Defendants' unsolicited faxes effectively stole Plaintiff's employees' time because multiple persons employed by Plaintiff were involved in receiving, routing, and reviewing Defendants' unauthorized faxes.

54. Defendants' actions caused damages to Plaintiff and the other members of the Class because their receipt of Defendants' unsolicited faxes caused them to lose paper and toner as a result. Defendants' actions prevented Plaintiff's fax machine from being used for Plaintiff's business purposes during the time Defendants were using Plaintiff's fax machine for Defendants' unauthorized purpose. Defendants' actions also cost Plaintiff employee time, as Plaintiff's employees used their time receiving, routing, and reviewing Defendants' unauthorized faxes, and that time otherwise would have been spent on Plaintiff's business activities.

WHEREFORE, Plaintiff M & G Auto Parts, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendants, jointly and severally, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Plaintiff as the representative of the Class, and appoint Plaintiff's counsel as counsel for the Class; and

B. That the Court award damages, costs, and such further relief, including attorneys' fees, as the Court may deem just and proper, but not more than \$75,000.00 per individual Defendant inclusive of interest and fees.

PRESERVATION OF EVIDENCE DEMAND

Defendants or its agents have custody and control of the business records and other information to identify the members of the Class, including names and telephone facsimile numbers. Plaintiff therefore demands that Defendants, their agents, and anyone acting on their behalf, refrain from altering, deleting, destroying, or otherwise disposing of any documents or records which could be used to identify the members of the Class.

Dated: March 12, 2015

Respectfully submitted,

SCHEPISI & McLAUGHLIN, P.A.

/s Gregory M. Dexter

Gregory M. Dexter

Schepisi & McLaughlin, P.A.

473 Sylvan Avenue

Englewood Cliffs, NJ 07632

*Attorneys for Individual and
Representative Plaintiff M & G Auto
Parts, Inc.*

EXHIBIT A

FROM: 609-272-8677 TO: 12018614173

02/19/15 07:00 Pg 1 of 1

THIS WEEK'S LUNCH SPECIALS

**FAST
PICK UP
Eat In
DELIVERY!**

\$13 Minimum



SUBS & SALADS

(201) 766-2000

5211 Bergenline Ave, West New York

WE Deliver!

Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads

6" Blimpie Best (ham, salami, cappicola, prociuttini, provolone) w/ lettuce, tomatoes, onion, oil, vinegar & oregano. w/ chips and can of soda..\$6.58

6" Tuna Sub w/ lettuce, tomato, onion, oil, vinegar and oregano. Served w/ Jersey Shore Fries/ can of soda . \$7.58

Soup & Wrap...Turkey Wrap (whole wheat or flour) with bacon.w/ lettuce, tomato, onion and peppercorn sauce served w/ cup of soup.\$8.50

Sicilian Panini Sub on Ciabatta Bread (ham, salami, prociuttini, provolone) w/ roasted red peppers and creamy Italian dressing w/ onion rings and can of soda \$7.49

Grilled Chicken Caesar salad w/ lettuce, croutons, grated cheese and Caesar dressing. Served w/ chips and can of soda..\$7.75.

Large Chicken Parmesan w/ Fries & and can of soda \$11.68

Today's Hot Soups!

Cream of Broccoli Chicken Noodle
New England Clam Chowder \$3.50

Sides: Jersey shore fries..\$1.99...\$2.99...\$3.99
Onion rings.....\$1.99.....\$2.99...\$3.99
Chicken nuggets...10 PC w/fries \$3.99
Mozzarella sticks w/sauce..6 pc \$4.99
Macaroni salad, potato salad \$.99

PARTY TRAYS AVAILABLE FOR ALL OCCASIONS!



See Our Full Menu at
www.blimpie.com



Thank you for subscribing to our daily lunch specials... to cancel your subscription or if you received these specials in error please call OUR LUNCH SPECIALS MARKETING DEPARTMENT TOLL FREE 1-877-684-1821 OR FAX 609-272-8677 and we will immediately remove your fax number from the lunch specials list

FROM: 609-272-8677 TO: 12018614173

02/24/15 08:10 Pg 1 of 1

THIS WEEK'S LUNCH SPECIALS

**FAST
PICK UP
Eat In
DELIVERY!**

\$13 Minimum



SUBS & SALADS

(201) 766-2000

5211 Bergenline Ave, West New York

WE Deliver!

Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads

6" Pastrami Reuben Panini with brown mustard w/ fries & soda \$7.98

6" Italian Meatball Parmesan w/ chips and soda \$6.58

6" Tuna Melt w/ American cheese, lettuce, tomato, onion, oil, vinegar & oregano w/ chips & soda \$7.07

Large (12") Chicken Teriyaki toasted w/ provolone cheese & onions w/ chips & soda \$10.68

Sub & Soup : 4" sandwich (tuna, turkey or ham & cheese) w/ cup of soup \$5.50

6" Ham & Swiss Cheese w/ lettuce tomato, onion oil vinegar and oregano w/ soda & chips \$6.58

Chicken Caesar Wrap (flour or whole wheat wrap) w/ lettuce tomato & Caesar dressing served w/ onion rings & soda \$7.79

Large (12") B.L.T. : bacon toasted w/ lettuce, tomato and mayo w/ fries & soda \$11.28

6 oz Fresh Cheese Burger on a round bun w/ lettuce tomato onion mayo & ketchup w/ jersey shore fries & soda \$8.47

Today's Hot Soups!

Cream of Broccoli Chicken Noodle
New England Clam Chowder \$3.50

Deserts:

Delicious Basbousa pastry \$1.00
Fudge brownie \$1.00
Chocolate chunk cookie \$0.69

PARTY TRAYS AVAILABLE FOR ALL OCCASIONS!



See Our Full Menu at
www.blimpie.com



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FROM: 609-272-8677 TO: 12018614173

02/26/15 08:21 Pg 1 of 1

THIS WEEK'S LUNCH SPECIALS

**FAST
PICK UP
Eat In
DELIVERY!**

\$13 Minimum



SUBS & SALADS

(201) 766-2000

5211 Bergenline Ave, West New York

WE Deliver!

Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads

6" Pastrami Reuben Panini with brown mustard w/ fries & soda \$7.98

6" Italian Meatball Parmesan w/ chips and soda \$6.58

6" Tuna Melt w/ American cheese, lettuce, tomato, onion, oil, vinegar & oregano w/ chips & soda \$7.07

Large (12") Chicken Teriyaki toasted w/ provolone cheese & onions w/ chips & soda \$10.68

Sub & Soup : 4" sandwich (turkey, turkey or ham & cheese) w/ cup of soup \$5.50

6" Ham & Swiss Cheese w/ lettuce tomato, onion oil vinegar and oregano w/ soda & chips \$6.58

Chicken Caesar Wrap (flour or whole wheat wrap) w/ lettuce tomato & Caesar dressing served w/ onion rings & soda \$7.79

Large (12") B.L.T. : bacon toasted w/ lettuce, tomato and mayo w/ fries & soda \$11.28

6 oz Fresh Cheese Burger on a round bun w/ lettuce tomato onion mayo & ketchup w/ jersey shore fries & soda \$8.47

Today's Hot Soups!

Cream of Broccoli Chicken Noodle

New England Clam Chowder \$3.50

Deserts:

Delicious Basbousa pastry :\$1.00

Fudge brownie: \$1.00

Chocolate chunk cookie: \$0.69

PARTY TRAYS AVAILABLE FOR ALL OCCASIONS!



See Our Full Menu at
www.blimpie.com



Thank you for subscribing to our daily lunch specials... to cancel your subscription or if you received these specials in error please call OUR LUNCH SPECIALS MARKETING DEPARTMENT TOLL FREE 1-877-684-1821 OR FAX 609-272-8677 and we will immediately remove your fax number from the lunch specials list

FROM: 609-272-8677 TO: 12018614173

03/03/15 07:57 Pg 1 of 1

THIS WEEK'S LUNCH SPECIALS

**FAST
PICK UP
Eat In
DELIVERY!**
\$13 Minimum



SUBS & SALADS

Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads

WE Deliver!

(201) 766-2000

5211 Bergenline Ave, West New York

Tuna Wrap: (flour or whole wheat) w/lettuce, tomato, onion, oil, vinegar and oregano, w/chips and soda. \$6.98

6" Baked Italian: toasted ham, salami, pepperoni, provolone, cheddar w/ lettuce, tomato, onion and creamy Italian dressing, w/ fries and soda. \$7.98

6" Buffalo Chicken Panini: sliced buffalo chicken w/ tomato onion, hot sauce and ranch dressing on ciabatta bread, w/ chips and soda \$6.88

6" Ultimate Club Panini: ham, turkey, swiss cheese and bacon: w/ tomato, onion, and peppercorn dressing w/ fries and soda. \$7.88

6" Roast Beef: w/ lettuce, tomato and mayo w/ chips and soda..... \$6.58

6" Chicken Parmesan: w/ jersey shore fries and soda..... \$7.98

6" Ham, Salami, Provolone: w/lettuce, tomato, onion, oil, vinegar and oregano w/ fries and soda \$7.58

Antipasta Salad platter: ham, salami, cappicola, proscittini and provolone on salad platter w/ chips and soda \$7.88

5 Jumbo Buffalo Wings with choice of sauce (mild, B.B.Q., traditional, nuclear or thermo nuclear) w/ fries and soda. \$7.98

Rice & Beans w/ Chicken Breast (red Spanish sauce and rice & beans) \$7.50

Today's Hot Soups!

Cream of Broccoli Chicken Noodle
Vegetable \$3.50

Sides:
JERSEY SHORE FRIES
ONION RINGS
CHICKEN NUGGETS
MOZZARELLA STICKS
MACARONI OR POTATO SALAD

PARTY TRAYS AVAILABLE FOR ALL OCCASIONS!



See Our Full Menu at
www.blimpie.com



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FROM: 609-272-8677 TO: 12018614173

03/05/15 08:28 Pg 1 of 1

THIS WEEK'S LUNCH SPECIALS

**FAST
PICK UP
Eat In
DELIVERY!**
\$13 Minimum



SUBS & SALADS

Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads

WE Deliver!

(201) 766-2000

5211 Bergenline Ave, West New York

Tuna Wrap: (flour or whole wheat) w/lettuce, tomato, onion, oil, vinegar and oregano, w/chips and soda. \$6.98

6" Baked Italian: toasted ham, salami, pepperoni, provolone, cheddar w/ lettuce, tomato, onion and creamy Italian dressing, w/ fries and soda. \$7.98

6" Buffalo Chicken Panini: sliced buffalo chicken w/ tomato onion, hot sauce and ranch dressing on ciabatta bread, w/ chips and soda \$6.88

6" Ultimate Club Panini: ham, turkey, swiss cheese and bacon: w/ tomato, onion, and peppercorn dressing w/ fries and soda. \$7.88

6" Roast Beef: w/ lettuce, tomato and mayo w/ chips and soda..... \$6.58

6" Chicken Parmesan: w/ jersey shore fries and soda..... \$7.98

6" Ham, Salami, Provolone: w/lettuce, tomato, onion, oil, vinegar and oregano w/ fries and soda \$7.58

Antipasta Salad platter: ham, salami, cappacola, proscittini and provolone on salad platter w/ chips and soda \$7.88

5 Jumbo Buffalo Wings with choice of sauce (mild, B.B.Q., traditional, nuclear or thermo nuclear) w/ fries and soda. \$7.98

Rice & Beans w/ Chicken Breast (red Spanish sauce and rice & beans) \$7.50

Today's Hot Soups!

Cream of Broccoli Chicken Noodle
Vegetable \$3.50

Sides:
JERSEY SHORE FRIES
ONION RINGS
CHICKEN NUGGETS
MOZZARELLA STICKS
MACARONI OR POTATO SALAD

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THIS WEEK'S LUNCH SPECIALS

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Eat In
DELIVERY!**
\$13 Minimum



SUBS & SALADS

Hoogie Trays,
Italian Sampler Trays,
Healthy Choice Hoogies,
Italian Specialties,
Wraps & Salads

WE Deliver!

(201) 766-2000

5211 Bergenline Ave, West New York

Milk Shake (made with real ice cream)...\$2.29...\$3.29...\$4.29**Grilled Chicken Club on Ciabatta Panini bread:** w/bacon, swiss cheese, tomato, onion, & creamy peppercorn dressing w/ jersey shore fry & soda...\$7.98**6" Chicken Teriyaki:** w/melted provolone cheese and onion w/ chips and soda...\$6.98**Ultimate B.L.T. Wrap** (flour or whole wheat): Capicola, bacon, cheddar cheese w/ lettuce, tomato & peppercorn sauce w/ jersey shore fry and soda...\$7.98**Tuna Salad Platter** with choice of vegetables w/ baked chips and soda...\$7.88**Soup'er Special:** 4" sandwich & cup of soup (choice of ham/cheese, tuna or turkey) and soup of the day \$5.50**Chicken Italiano:** grilled chicken, toasted w/mozzarella cheese, roasted red peppers and creamy Italian dressing w/ jersey shore fry and soda...\$8.88**London Broil Club:** roast beef, melted cheddar cheese w/ bacon, tomato onion and hot sauce w/ jersey shore fry and soda...\$7.98**6" Turkey & Provolone cheese:** w/ lettuce, tomato, onion, oil, vinegar & oregano w/ chips & soda...\$6.58**6" B.L.T. Deluxe:** bacon, melted cheddar cheese w/ lettuce, tomato & mayo w/ jersey shore fry & soda \$7.98**Today's Hot Soups!**

Cream of Broccoli Chicken Noodle
Vegetable \$3.50

Sides:
JERSEY SHORE FRIES
ONION RINGS
CHICKEN NUGGETS
MOZZARELLA STICKS
MACARONI OR POTATO SALAD

DESSERTS
FUDGE BROWNIES
CHOCOLATE CHUNK COOKIES
CREAM PIE W/ OLEO COOKIES

PARTY TRAYS AVAILABLE FOR ALL OCCASIONS!



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TODAY'S LUNCH SPECIALS AT...

**FAST
PICK UP
Eat In
DELIVERY!**
\$13 Minimum



Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads.

SUBS & SALADS

WE Deliver!

(201) 766-2000

5211 Bergenline Ave, West New York

HAVE A HOMEMADE MILK SHAKE DELIVERED TODAY!

TUESDAY

Milk Shake (made with real ice cream)....\$2.29...\$3.29...\$4.29

6" Pastrami Reuben Panini with brown mustard w/ fries & soda \$7.98

6" Italian Meatball Parmesan w/ chips and soda \$6.58

6" Tuna Melt w/ American cheese, lettuce, tomato, onion, oil, vinegar & oregano w/ chips & soda \$7.07

Large (12") Chicken Teriyaki toasted w/ provolone cheese & onions w/ chips & soda \$10.68

Sub & Soup : 4" sandwich (tuna, turkey or ham & cheese) w/ cup of soup \$5.50

6" Ham & Swiss Cheese w/ lettuce tomato, onion oil vinegar and oregano w/ soda & chips \$6.58

Chicken Caesar Wrap (flour or whole wheat wrap) w/ lettuce tomato & Caesar dressing served w/ onion rings & soda \$7.79

Large (12") B.L.T. : bacon toasted w/ lettuce, tomato and mayo w/ fries & soda \$11.28

6 oz Fresh Cheese Burger on a round bun w/ lettuce tomato onion mayo & ketchup w/ jersey shore fries & soda \$8.47

Today's Hot Soups!

Cream of Broccoli Chicken Noodle
Vegetable \$3.50

Sides:
JERSEY SHORE FRIES
ONION RINGS
CHICKEN NUGGETS
MOZZARELLA STICKS
MACARONI OR POTATO SALAD

DESSERTS
FUDGE BROWNIES
CHOCOLATE CHUNK COOKIES
CREAM PIE W/ OERO COOKIES

PARTY TRAYS AVAILABLE FOR ALL OCCASIONS!



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03/11/15 07:05 Pg 1 of 1

Wednesday Lunch Specials

**FAST
PICK UP
Eat In
DELIVERY!**
\$13 Minimum



SUBS & SALADS

Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads

WE Deliver!**(201) 766-2000**

5211 Bergenline Ave, West New York

Milk Shake (made with real ice cream)...\$2.29...\$3.29...\$4.29

6" Blimpie Best (ham, salami, coppacola, prociuttini, provolone) w/ lettuce, tomatoes, onion, oil, vinegar & oregano. w/ chips and can of soda. \$6.58

6" Tuna Sub w/ lettuce, tomato, onion, oil, vinegar and oregano. Served w/ Jersey Shore Fries/ can of soda. \$7.58

Soup & Wrap...Turkey Wrap (whole wheat or flour) with bacon, w/ lettuce, tomato, onion and peppercorn sauce served w/ cup of soup. \$8.50

Sicilian Panini Sub on Ciabatta Bread (ham, salami, prociuttini, provolone) w/ roasted red peppers and creamy Italian dressing w/ onion rings and can of soda \$7.49

Grilled Chicken Caesar salad w/ lettuce, croutons, grated cheese and Caesar dressing. Served w/ chips and can of soda. \$7.75.

6" Chicken Parm w/ Jersey Shore Fries & Soda \$7.98

Southwestern Wrap w/ turkey, bacon, lettuce, tomatoes & chipolte mayo w/ side of baked chips & soda \$6.95

Today's Hot Soups!

Cream of Broccoli Chicken Noodle
Vegetable \$3.50

Sides:

JERSEY SHORE FRIES
ONION RINGS
CHICKEN NUGGETS
MOZZARELLA STICKS
MACARONI OR POTATO SALAD

DESSERTS

FUDGE BROWNIES
CHOCOLATE CHUNK COOKIES
CREAM PIE W/ OREO COOKIES

PARTY TRAYS AVAILABLE FOR ALL OCCASIONS!

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03/12/15 07:00 Pg 1 of 1

TODAY'S LUNCH SPECIALS AT...

**FAST
PICK UP
Eat In
DELIVERY!**
\$13 Minimum



SUBS & SALADS

Hoagie Trays,
Italian Sampler Trays,
Healthy Choice Hoagies,
Italian Specialties,
Wraps & Salads

WE Deliver!

(201) 766-2000
5211 Bergenline Ave, West New York

THURSDAY

Milk Shake (made with real ice cream)....\$2.29...\$3.29...\$4.29

"SOUP"ER SPECIAL4" MINI SUB & CUP OF SOUP...CHOICE OF
TUNA SALAD, TURKEY OR HAM & CHEESE MINI SUB W/ CUP OF SOUP \$5.50

6" Pastrami Reuben Panini with brown mustard w/ fries & soda \$7.98

6" Italian Meatball Parmesan w/ chips and soda \$6.58

6" Tuna Melt w/ American cheese, lettuce, tomato, onion, oil, vinegar & oregano w/ chips & soda \$7.07

Large (12") Chicken Teriyaki toasted w/ provolone cheese & onions w/ chips & soda \$10.68

Chicken Caesar Wrap (flour or whole wheat wrap) w/ lettuce, tomato & Caesar
dressing served w/ onion rings & soda \$7.79

Large (12") B.L.T. : bacon toasted w/ lettuce, tomato and mayo w/ fries & soda \$11.28

6 oz Fresh Cheese Burger on a round bun w/ lettuce tomato onion mayo & ketchup
w/ jersey shore fries & soda \$8.47

**"WHY COOK TONIGHT?" PICK UP AN X-TRA LARGE CHEESE
PIZZA AFTER 4 PM FOR JUST \$9.99**

Today's Hot Soups!

Cream of Broccoli Chicken Noodle
Vegetable \$3.50

Sides:
JERSEY SHORE FRIES
ONION RINGS
CHICKEN NUGGETS
MOZZARELLA STICKS
MACARONI OR POTATO SALAD

DESSERTS
FUDGE BROWNIES
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